

Hearing Date and Time: December 20, 2018 at 10:00 a.m. (Eastern Time)

Objection Date and Time: December 14, 2018 at 3:00 p.m.* (Eastern Time) *(Extended for Cardtronics)

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**UNITED STATES BANKRUPTCY COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK**

In re:

**SEARS HOLDINGS CORPORATION, *et al.*,

Debtors.¹**

Chapter 11

Case No. 18-23538 (RDD)

Jointly Administered

**LIMITED RESPONSE OF CARDTRONICS USA, INC. TO THE DEBTORS'
MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE SALE OF
CERTAIN REAL PROPERTY, (II) AUTHORIZING THE ASSUMPTION AND
ASSIGNMENT OF CERTAIN UNEXPIRED LEASES IN CONNECTION
THEREWITH, AND (III) GRANTING RELATED RELIEF**

¹The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

Cardtronics USA, Inc. (“Cardtronics”), by and through its attorneys Locke Lord LLP, hereby submits this *Limited Response* (the “Response”) to the *Motion of Debtors for Entry of an Order (I) Approving the Sale of Certain Real Property, (II) Authorizing the Assumption and Assignment of Certain Unexpired Lease in Connection Therewith, and (III) Granting Related Relief* [D.I. 938] (the “Motion”) filed on November 29, 2018 (the “Petition Date”) in the above-styled, jointly administered bankruptcy cases (the “Bankruptcy Cases”).

I. BACKGROUND FACTS

1. On or about September 14, 2012, WSILC, LLC d/b/a Welch ATM (“Welch ATM”) entered into that certain *ATM Placement Agreement* (the “ATM Agreement”) with Kmart Corporation (“Kmart”). Under the ATM Agreement, Kmart licensed to Welch ATM the right to place and operate automated teller machines (“ATMs”) owned by Welch ATM in various Kmart stores around the United States. Under the ATM Agreement, Welch ATM remained the sole owner of both the ATMs and the vault cash inside them. In exchange for this right to place and operate the ATMs at Kmart stores, Welch ATM paid Kmart certain specified licensing fees, while Kmart, in turn, paid certain other fees to Welch ATM.

2. Welch ATM subsequently assigned all its rights under the ATM Agreement and the ATMs (and their vault cash) to Cardtronics. Since 2012, the ATM Agreement has been amended to, among other things, modify the fees charged and the stores affected. For its part, Kmart assigned the ATM Agreement to SHC Licensed Businesses LLC (“SHC”), an affiliate of Kmart and of Sears Holdings Management Corp. (“Sears Management”).² Sears Management acts as the agent for SHC. At all times under the ATM Agreement, Cardtronics continues to own the ATMs (and the vault cash inside them). Under the ATM Agreement, the Debtors do not have any ownership interest in either these machines or their cash.

² Upon information and belief, the Debtor “SHC Licensed Business LLC” (3718) and SHC are the same entity.

3. On the Petition Date, Sears Holdings Corp., Sears Management, and the other Debtors commenced the Bankruptcy Cases in this Court under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”). The Debtors remain as debtors and debtors-in-possession in these Bankruptcy Cases. An Official Committee of Unsecured Creditors (the “Committee”) was appointed in these Bankruptcy Cases on October 24, 2018.

4. On November 29, 2018, the Debtors filed the Motion asking this Court (i) to approve the sale (the “Sale”) of thirteen (13) parcels of non-residential real property owned by the Debtors (the “Real Property Locations”) along with certain additional personal property and (ii) to authorize the assumption and assignment of certain unexpired leases associated with the Real Property Locations (the “Assumed Leases” and together with the Real Property Locations, the “Acquired Assets”), pursuant to Bankruptcy Code §§ 105, 363, and 365. The proposed purchaser of these Acquired Assets is Amerco Real Estate Company (the “Purchaser”). According to the Debtors, the price offered by the Purchaser for the Acquired Assets resulted from a “robust marketing process and reflects the highest and best value [the Debtors] can obtain for such assets.” (Motion, D.I. 938, ¶ 11).

II. LIMITED RESPONSE OF CARDTRONICS TO THE MOTION

5. Cardtronics has now reviewed the Motion and does not oppose the Sale or the other relief sought in the Motion. Indeed, Cardtronics supports the Debtors’ continuing efforts to monetize their assets for the benefit of their creditors and counterparties. However, Cardtronics also notes that it currently has ATMs installed at the following three (3) Real Property Locations (the “Affected ATMs”), pursuant to the ATM Agreement:

Location	Store No	Address	City	State	Zip
KMART # 3223	3223	200 IRWIN NE	FORT WALTON BEACH	FL	32548
KMART # 4147	4147	4110 E SPRAGUE AVE	SPOKANE	WA	99202
KMART # 4928	4928	308 DIX AVE	QUEENSBURY	NY	12804

6. The ATM Agreement constitutes an executory contract under Bankruptcy Code § 365. *See* 11 U.S.C. § 365. As of today's date, the ultimate fate of the ATM Agreement remains uncertain because the Debtors have not (yet) moved to assume or reject it under Bankruptcy Code § 365 and Cardtronics has not (yet) moved either to require the Debtors to make a decision on assumption or rejection or to lift the automatic stay under § 362 so that Cardtronics can exercise its rights and remedies under the ATM Agreement.³ In short, the ATM Agreement remains in limbo. Under these circumstances, Cardtronics has continued to fulfill its obligations under the ATM Agreement as an executory-contract counterparty by, *inter alia*, maintaining ATMs at the Debtors' stores and operating them as contemplated under the ATM Agreement. This includes the Affected ATMs.

7. Cardtronics' continued performance under the ATM Agreement creates a potential dilemma once the Sale closes. Specifically, the ATM Agreement does not appear on the list of executory contracts and unexpired leases that the Debtors are assigning to the Purchaser. Thus, if the Sale closes, Cardtronics will find its Affected ATMs (and their vault cash) installed at store locations belonging to a stranger to the ATM Agreement. In that case, Cardtronics would no longer have any contractual relationship with the very party on whose property its Affected ATMs would now be situated (and, by extension, would have no clear, contractual right to access

³ Cardtronics reserves its rights in these Bankruptcy Cases to require the Debtors to assume or reject the ATM Agreement under Bankruptcy Code § 365 and/or to lift the automatic stay with respect to the ATM Agreement under § 362(d).

the Real Property Locations to remove them). This could hamper Cardtronics' efforts to remove the Affected ATMs from the Real Property Locations. To avoid this situation, Cardtronics requests that the proposed order attached to the Motion (the "Proposed Order") clearly authorize it to remove the Affected ATMs from the Real Property Locations either before or after the Sale closes. Such language would pretermitt any post-closing disputes over the respective rights and obligations of the Debtors, the Purchaser, and Cardtronics vis a vis the Affected ATMs (and their vault cash).

8. Finally, Cardtronics also notes that the proposed *Real Estate Sale Contract*, dated November 29, 2018, (the "Sale Contract"), between the Debtors and Amerco contains sweeping language purporting to sell all "equipment, machinery, and other items of tangible personal property" owned by the Debtors and "associated with the ownership, operation, or maintenance of the Real Properties and Improvements...." (Motion, D.I. 938, Sale Contr., ¶ 1, p. 1). Although Cardtronics does not believe that this language encompasses the Affected ATMs and their vault cash, the sheer breadth of the language causes it some concern. As Cardtronics has previously explained, all ATMs (and the vault cash inside them) remain at all times the exclusive property of Cardtronics. (ATM Agreement, § 5.4(j), p. 5) ("All ATMs and vault cash installed hereunder will for all purposes be and remain Licensee's [i.e., Cardtronics'] personal property and none will become fixtures or an attachment to real property."). Cardtronics therefore wishes to dispel any notion that the Affected ATMs (and their vault cash) might constitute property of the Debtors' bankruptcy estates within the meaning of Bankruptcy Code § 541(a) or that the Affected ATMs (and their vault cash) might qualify as Acquired Assets being sold to the Purchaser. To accomplish this, Cardtronics suggests adding a second provision to the Proposed Order providing (i) that neither the Affected ATMs (nor the vault cash) are property of the

Debtors' bankruptcy estates and (ii) that, therefore, they are not Acquired Assets being sold to the Purchaser.

9. In conclusion, Cardtronics does not oppose the Sale or the relief requested in the Motion. Cardtronics merely wishes to revise the Proposed Order so that it resolves the concerns raised in this Response. If the Debtors will include language in the Proposed Order acceptable to Cardtronics in this regard, then Cardtronics will withdraw this Response so that the Motion can be approved and the Sale can close. Until such agreed language has been finalized and included in the Proposed Order, however, Cardtronics objects to the Motion and reserves all rights with respect to the Motion. Cardtronics further reserves the right to be heard regarding the issues raised in this Response and the Motion generally.

WHEREFORE, for the reasons set forth in this Response, Cardtronics respectfully requests that this Court consider the issues raised in this Response and include in any order granting the Motion language acceptable to Cardtronics that resolves its concerns as outlined in this Response. Cardtronics additionally requests such other relief as the Court deems just and proper.

Dated: December 14, 2018
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing *Response* was served via ECF upon all parties registered to receive service via ECF in these Bankruptcy Cases on this 14th day of December, 2018, and on the following additional parties as reflected below.

/s/ Joseph N. Froehlich

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